

DENTONS US LLP
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Attorneys for Official Committee of
Equity Security Holders

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FERNANDO VALLEY DIVISION**

In re:

ICPW Liquidation Corporation, a
California corporation,¹

Debtor and Debtor in Possession.

In re:

ICPW Liquidation Corporation, a Nevada
corporation,²

Debtor and Debtor in Possession.

Affects:

☐ Both Debtors

☐ ICPW Liquidation Corporation, a
California corporation

☒ ICPW Liquidation Corporation, a
Nevada corporation.

Case No. 1:17-bk-12408-MB
Jointly administered with:
Case No. 1:17-bk-12409-MB

Chapter 11

**DECLARATION OF ANDREW T.
SOLOMON IN SUPPORT OF
APPLICATION OF THE OFFICIAL
COMMITTEE OF EQUITY SECURITY
HOLDERS TO EMPLOY SOLOMON &
CRAMER LLP AS SPECIAL
LITIGATION COUNSEL TO THE
OFFICIAL COMMITTEE OF EQUITY
SECURITY HOLDERS *NUNC PRO
TUNC* AS OF NOVEMBER 29, 2017**

[No Hearing Required Unless Requested
Pursuant to Local Bankruptcy Rule 2014-1]

I, Andrew T. Solomon, declare, that if called as a witness, I would and could competently
testify as follows:

1. I am counsel at Solomon & Cramer LLP ("Solomon & Cramer"), 1441 Broadway,
Suite 6026, New York, New York 10018.

¹ Formerly known as Ironclad Performance Wear Corporation, a California corporation.

² Formerly known as Ironclad Performance Wear Corporation, a Nevada corporation.

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1 2. The members of the Official Committee of Equity Security Holders (the "Equity
2 Committee") have selected Solomon & Cramer to represent them.

3 3. The Equity Committee requires the services of experienced and competent special
4 litigation counsel, in addition to the services of Dentons US LLP ("Dentons") as counsel. Subject
5 to approval of this Court, the Equity Committee has selected Solomon & Cramer as its special
6 litigation counsel to handle certain litigation, including claims against former officers (the
7 "Former Officers") and various third parties (the "Third Parties"), arising from certain prepetition
8 acts as more fully explained below. The Equity Committee bases its selection of Solomon &
9 Cramer on several factors, including its expertise in business litigation, as set forth below. The
10 Equity Committee seeks to employ Solomon & Cramer at the expense of the Debtors' bankruptcy
11 estates and to have the employment of Solomon & Cramer deemed effective as of November 29,
12 2017, the date of the Equity Committee's appointment by the United States Trustee.

13 4. By filing the *Application of the Official Committee of Equity Security Holders to*
14 *Employ Solomon & Cramer LLP as Special Litigation Counsel to the Official Committee of*
15 *Equity Security Holders Nunc Pro Tunc as of November 29, 2017* (the "*Solomon & Cramer*
16 *Application*")³ concurrently herewith, the Equity Committee seeks to employ *Solomon & Cramer*
17 as special litigation counsel—pursuant to 11 U.S.C. §§ 1103(a) and 328(a), with hourly
18 compensation pursuant to §§ 330 and 331 and contingency-fee compensation pursuant to
19 11 U.S.C. § 328(a)—to render, among other things, services to include assisting and advising the
20 Equity Committee in the prosecution of any claims and causes of actions against the Debtors'
21 Former Officers and Third Parties, based on prepetition acts and any matters related thereto.

22 5. The Equity Committee selected Solomon & Cramer because it offers a full range
23 of commercial litigation services and has extensive experience in the following areas: legal and
24 accounting malpractice; white collar criminal matters; and claims against directors and officers.
25 Solomon & Cramer has litigated in courts and arbitration proceedings throughout the Country and
26 has broad experience appearing before the Securities Exchange Commission (the "SEC"). Thus,

27
28 ³ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the
Solomon & Cramer Application.

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1 the Equity Committee believes Solomon & Cramer is well-qualified to represent the Equity
2 Committee. A copy of Solomon & Cramer's firm resume is attached hereto as Exhibit "A".

3 6. Solomon & Cramer is a law firm comprising four (4) attorneys, two partners and
4 two of counsel, with an office located in New York, New York and an attorney located in
5 Chicago, Illinois and Dallas, Texas. Solomon & Cramer has expertise in virtually all areas of law
6 related to the potential claims against the Debtors' Former Officers and Third Parties that the
7 Equity Committee may draw upon from time to time as the need arises.

8 7. All attorneys composing or associated with Solomon & Cramer who will be
9 performing legal services for the Equity Committee in this case will be acting under the
10 supervision of an attorney at Dentons duly admitted to practice law in the courts of the State of
11 California. All attorneys who are expected to appear before this Court are admitted to practice
12 law in the United States District Court for the Central District of California or have applied or
13 will apply for such admission *pro hac vice*. All attorneys who are expected to appear before this
14 Court are familiar with the Bankruptcy Code, Bankruptcy Local Rules and the United States
15 Trustee Guidelines and will comply with them. A summary of the experience and qualifications
16 of those Solomon & Cramer lawyers who are expected to be the primary Solomon & Cramer
17 lawyers rendering services to the Equity Committee is attached hereto as Exhibit "B".

18 8. For this representation, Solomon & Cramer has agreed to reduced hourly rates.
19 Solomon & Cramer proposes to render services to the Equity Committee at a combination of rates
20 discounted twenty-five (25%) percent of standard rates, and a contingency-fee arrangement of ten
21 (10%) percent of the shareholders' net recoveries if the gross recoveries are less than
22 \$5,000,000.00 and fifteen (15%) percent of the shareholders' net recoveries if the gross
23 recoveries are equal to or greater than \$5,000,000.00⁴ (for the avoidance of doubt, under the
24 foregoing scenario, the fifteen (15%) percent contingency-fee will only apply to the recoveries
25 equal to or greater than the \$5,000,000.00).

26 ⁴ Note: Solomon & Cramer specifically contemplated the existence of the contingency-fee
27 arrangement described herein when it agreed to reduce its hourly rates by twenty-five (25%)
28 percent of its standard rates. If, for any reason, the Court does not approve the contingency-fee
arrangement, Solomon & Cramer reserves the right to request compensation equal to its standard
rates and amend the Application accordingly.

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1 9. Solomon & Cramer anticipates that the following attorneys and paraprofessionals
2 will render services to the Equity Committee for the benefit of the estate in conjunction with the
3 Debtors' bankruptcy proceeding:

- 4 a. Andrew T. Solomon (partner): discounted hourly billing rate of \$337.50;
5 b. Jennifer Cramer (partner): discounted hourly billing rate of \$225.00;
6 c. Rebecca Zawisky (of counsel): discounted hourly billing rate of \$187.50;
7 and
8 d. Various contract attorneys (for discovery only): standard hourly billing
9 rate capped at \$125.

10 10. For certain professionals, such rates may be higher or lower than the local rate
11 charged in cases billed out of the office in which the professional is resident. Solomon & Cramer
12 reserves the right to ask this Court to adjust the hourly rates and rates of reimbursement in the
13 future if the rates it charges are increased.

14 11. Solomon & Cramer will maintain detailed records of fees and expenses incurred in
15 connection with the rendering of the legal services described above, in accordance with
16 applicable rules and guidelines.

17 12. Pursuant to § 328(a), the Equity Committee may retain counsel pursuant to
18 "reasonable terms and conditions, including . . . on an hourly basis . . . or on a contingent fee
19 basis." 11 U.S.C. § 328(a). The Equity Committee believes that the proposed terms constitute
20 fair and reasonable terms and conditions for the retention by the Equity Committee of Solomon &
21 Cramer as counsel in accordance with § 328(a). The contingency-fee arrangement is equal to or
22 more client-favorable than other similar engagements that Solomon & Cramer has entered into
23 with commercial clients. Under the terms of its proposed retention, Solomon & Cramer will
24 provide actual and necessary services to the Debtors' estates at reduced fees. Only if and when
25 the equity security holders receive a certain level of recoveries from these Cases may Solomon &
26 Cramer recover an additional amount to make up for its initial discount and out-of-pocket
27 expense. The contingency-fee therefore will not affect any other stakeholders in the Debtors'
28 Cases and will only be paid post-confirmation after certain shareholder recoveries.

 13. Solomon & Cramer understands the provisions of §§ 328, 330, 331 and 1103,
Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1(b) and 2016-1, which require,
among other things, Court approval of the Equity Committee's employment of Solomon &

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1 Cramer as counsel and of all legal fees and reimbursement of expenses that Solomon & Cramer
2 will receive from the Debtors' estates. Solomon & Cramer understands and agrees that the
3 standards related to § 328 will not apply to any compensation sought under the Application—
4 except that, pursuant to the terms discussed herein, Solomon & Cramer seeks the contingency-fee
5 compensation pursuant to § 328(a) (which fees will only be paid after certain recoveries to
6 shareholders).

7 14. Solomon & Cramer has not received and will not receive any lien or any other
8 interest in property of the Debtors or of a third party to secure payment of its fees, but reserves
9 the right to seek to surcharge collateral if appropriate. Solomon & Cramer understands that its
10 compensation in this case will be subject to the approval of the Bankruptcy Court upon
11 appropriate application and hearing—except that, pursuant to the terms discussed herein,
12 Solomon & Cramer seeks the contingency-fee compensation pursuant to § 328(a). Solomon &
13 Cramer intends to apply to this Court for fees incurred prior to the confirmation of the Joint Plan
14 in conformity with the Bankruptcy Code and applicable rules, the guidelines for compensation
15 and reimbursement for fees incurred and costs advanced in this matter and any orders of the Court
16 governing application and allowance of compensation in this Case.

17 15. At the conclusion of this case, Solomon & Cramer will file an appropriate
18 application seeking allowance of all fees and costs, regardless of whether interim compensation
19 has been paid.

20 16. As set forth in Exhibit "C" attached hereto, Solomon & Cramer has identified all
21 persons and entities who are, or may be, adverse to the Equity Committee and the Debtors, who
22 are currently represented by Solomon & Cramer, or where a claimant of these estates, may be an
23 adverse party in litigation where Solomon & Cramer represents the opposing party. A list of the
24 parties and entities searched is hereto attached as Exhibit "C".

25 17. To the best of my knowledge, except as set forth below, Solomon & Cramer and
26 the attorneys comprising or employed by Solomon & Cramer, (a) do not have any prior
27 connection with the Debtors, any creditors of the Debtors or their estates, any equity security
28 holders, or any other party in interest in these cases, or their respective attorneys or accounts

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1 (other than professional connections and relationships), or these Cases; (b) do not hold or
2 represent an interest materially adverse to the estates or of any class of creditors or equity secured
3 holders, by reason of any direct or indirect relationship to, connection with, or interest in, the
4 Debtors or an investment banker for any security of the Debtors, or for any other reason; and
5 (c) are disinterested persons as that term is defined in 11 U.S.C. §101(14).

6 18. As of the Petition Date, Solomon & Cramer was not a creditor, equity holder or
7 insider of the estate. For purposes of full disclosure, I have previously represented: (i) Ronald
8 Chez, a member of the Equity Committee, in *EGS, LLC v. Merriman Holdings, Inc.*, BC66232
9 (Sup. Ct. Cal. Los Angeles), *Chez v. EGS*, 656740/2017 (Sup Ct NY County), and *Chez v.*
10 *Johnson*, No. 2017-L-007845 (Circuit Court of Cook County Ill.); (ii) Patrick O'Brien, a member
11 of the Equity Committee, in *Merriman Capital, Inc. v. COR Clearing, LLC*, FINRA Case No. 16-
12 02981 (FINRA); and (iii) Livevol, Inc. in *True Quote Software, LLC v. Livevol, Inc.*,
13 1:2013cv09115 (N.D. Ill.), of which both Mr. Chez and Mr. O'Brien were affiliated.

14 19. Solomon & Cramer is not and was not an investment banker for any outstanding
15 security of the Debtors. Solomon & Cramer has not been within three (3) years before the petition
16 date an investment banker for a security of the Debtors, or an attorney for such an investment
17 banker in connection with the offer, sale or issuance of any security of the Debtors.

18 20. Neither Solomon & Cramer nor any of its attorneys are, or were, within two
19 (2) years before the petition date, a director, officer or employee of the Debtors or of any
20 investment banker for any security of the Debtors.

21 21. Solomon & Cramer has not shared or agreed to share such compensation with any
22 other person, except as among partners of Solomon & Cramer. Solomon & Cramer has no
23 prepetition claims against the Debtors. Solomon & Cramer has not received a retainer.

24 22. Solomon & Cramer understands that any compensation to be received by Solomon
25 & Cramer hereafter is subject to the approval of this Court on appropriate application and
26 hearing—except that, pursuant to the terms discussed herein, Solomon & Cramer seeks the
27 contingency-fee compensation pursuant to § 328(a), after certain recoveries for shareholders.
28 Solomon & Cramer intends to file applications for allowance of fees and reimbursements of costs

1 as and when appropriate.

2 23. To the best of Solomon & Cramer knowledge, no attorney employed by Solomon
3 & Cramer is related to any judge of the United States Bankruptcy Court for the Central District of
4 California, the United States Trustee, or to any person employed by the Office of the United
5 States Trustee.

6 24. The Equity Committee believes that their employment of Solomon & Cramer upon
7 the terms and conditions set forth above is in the best interest of the Debtors' estates and equity
8 holders.

9 I declare under penalty of perjury under the laws of the United States of America, that the
10 foregoing is true and correct to the best of my knowledge, information, and/or belief.

11 Executed this 19th day of December, 2017, in New York, New York.

12 
13 ANDREW T. SOLOMON

14
15 Solomon & Cramer LLP
16 1441 Broadway, Suite 6026
17 New York, NY 10018
18 (t) (212) 884-9102
19 (f) (516) 368-3896
20 asolomon@solomoncramer.com
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EXHIBIT A

EXHIBIT A



(<http://solomoncramer.com/>)

Commercial Litigation Boutique

Our Firm

Solomon & Cramer LLP was founded to provide its clients with exceptional legal services, personal attention, and value-driven results.

We are a boutique business litigation firm offering a full range of commercial litigation services in securities investigations and claims, real estate matters, complex tort and business actions, and employment law.

With over twenty years of legal experience, we provide expert, cost-effective counsel to companies and individuals on all aspects of business disputes.

We are skilled, effective and dedicated litigators capable of assisting our clients in dispute resolution in New York City and throughout the United States.

Securities Litigation

We represent corporate officers, law firms, individuals, brokerage firms, institutions and companies in connection with federal securities fraud claims, merger disputes, RICO, and class actions in a variety of forums, including federal and state court and before the NYSE.

Andrew T. Solomon has particular expertise before the FINRA. He has successfully represented numerous financial advisors, administrative managers, and branch managers in FINRA and state regulatory investigations and complaints involving the following issues:

- Selling away;
- Unauthorized outside business activities;
- Sales of unregistered securities under Blue Sky laws;
- Failure to supervise;
- Improper exercise of discretion;
- Failure to disclose liens and other violations;
- Violations of sale practices rules; and
- Unsuitability

Andrew also has broad experience before the SEC. He has represented individuals and companies in SEC investigations and in defense of claims, including allegations relating to stock option backdating, potential violations of internal control rules, alleged violations of the antifraud provisions of the Securities Laws, and alleged illegal distributions of unregistered securities.

Business Litigation

We represent companies and individuals in complex commercial litigation matters, including complex tort and business actions, legal and accounting malpractice, insurance disputes, loan enforcement actions, fraudulent conveyance, antitrust and distribution disputes, UCC and related litigation among manufacturers, distributors and resellers, as

well as partnership and joint venture disputes. We also have extensive experience in mediation and settlement negotiations.

Employment Litigation

We provide counsel on all aspects of employment litigation and have represented companies and individuals in federal and state lawsuits on the enforcement of restrictive covenants, housing discrimination and retaliation claims, contract disputes, wrongful termination, employment discrimination, and the enforcement of trade secrets.

Trial and Appellate Work

We have conducted jury and non-jury cases through appeal, as well as arbitrations before the AAA, JAMS and the ICC, and matters before regulators including FINRA, the NASD, the NYSE, the SEC and state securities regulators (New York, Illinois, New Jersey, and Washington).

Contact Us Today



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[info@solomoncramer.com \(mailto:info@solomoncramer.com\)](mailto:info@solomoncramer.com)



1441 Broadway
Suite 6026
New York, NY 10018

EXHIBIT B

EXHIBIT B

ANDREW T. SOLOMON, ATTORNEY AT LAW

Founding Partner, SOLOMON & CRAMER LLP, 1441 Broadway, Suite 6026
New York, N.Y. 10018; (m) 917 664-5575; (dd) 646 518-7822; (main) 212 884-9102

EDUCATION

Washington University in St. Louis

BSBA – Accounting and Finance 1992

Honors: Magna Cum Laude, Dean's List, Beta Gamma Sigma, Krebs Accounting Scholarship

Columbia University Law School

Juris Doctor 1995

Honors: Harlan Fiske Stone Scholar; Columbia Business Law Review

PROFESSIONAL EXPERIENCE

Solomon & Cramer LLP

Present

Founding Partner

Sullivan & Worcester LLP

1998-2017

Partner, Litigation Practice Group Leader, Member of Partner
and Associate Compensation Committees

Graham & James LLP

1996-1998

Litigation Associate

Rosenman & Colin LLP

1995-1996

Litigation Associate

REPRESENTATIVE LEGAL WORK

Securities Litigation

Represented numerous individuals in SEC, FINRA, and Court proceedings, and Public Companies in SEC investigations, Merger Disputes, Class Action Lawsuits, and Single Plaintiff Securities Fraud Cases (Plaintiff and Defense)

Real Estate Litigation

Complex Foreclosure (Plaintiff and Defense), Commercial L-T (Tenant Side), Title and Ownership Disputes

Small Business, General Commercial Litigation, and Legal and Accounting Malpractice

Loan Enforcement and Defense, Partnership and Small Business Disputes, Legal and Accounting Malpractice (Plaintiff and Defense), Fraudulent Conveyance (Plaintiff and Defendant), Antitrust and Distribution Disputes, UCC and Related Litigation Between Manufacturers, Distributors, and Resellers, Complex Business Disputes; Foreign Sovereign Immunities Act; Consumer Class Action Defense

Employment Litigation

Covenants Not to Compete, Employee Contract Disputes (Advice and Litigation, Employer and Employee), Theft of Trade Secrets

ANDREW T. SOLOMON

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Trial Attorney and Appeals

Tried jury and non-jury cases in state and federal court; arbitration cases, including AAA, JAMS, FINRA, and ICC. Briefed and argued numerous appeals including in New York's Appellate Division and the Second Circuit Court of Appeals

PUBLICATIONS, PAPERS AND LECTURES

United States: When Your "Client" Is Your Company's Investor, How Is Attorney-Client Privilege Applied?
(www.mondaq.com)

Is Discovery of Private Facebook Postings on Equal Footing with General Discovery Principles? (S&W Client Advisory)

The Need for Speed: The Delaware Rapid Arbitration Act (www.lexology.com)

Caveat Employer Part Two: The Second Circuit Articulates a New Test in Intern v. Employee Debate: The "Primary Beneficiary Test." (S&W Client Advisory)

Attention In-House Attorneys: Don't Throw Your Timesheets Away (S&W Client Advisory)

Caveat Employers: Unpaid Interns Could Be Costly (S&W Client Advisory)

Using Benchmarks to Manage Litigation (www.acc.com)

CLE Lectures, Contract Law (ACC Israel, June 2016), Contract Law, ACC Annual Conference New Orleans (2015), Antitrust Basics, New York Law Concerning Joint Ventures and Agreement to Agree (ACC Israel, June 2010)

BAR ADMISSIONS

New York 1995

New Jersey 1999

US District Courts: SDNY, EDNY, DNJ

US Courts of Appeals: 2nd Cir, 11th Cir., Federal Circuit

Supreme Court of the United States

Jennifer G. Cramer, Partner

EDUCATION:

- University of Pennsylvania Law School, J.D., 1992
Legal Writing Instructor
- Cornell University, B.A., with Distinction in All Subjects, *Phi Beta Kappa*, 1989

BAR ADMISSIONS:

- New York
- Illinois

COURT ADMISSIONS:

- U.S. District Courts for the Southern and Eastern Districts of New York
- U.S. District Court for the Northern District of Illinois
- U.S. District Court for the District of Massachusetts
- U.S. District Court for the Eastern District of Pennsylvania
- U.S. Court of Appeals for the Federal Circuit
- U.S. Court of Appeals for the 1st Circuit

MEMBERSHIPS:

- New York City Bar Association
- Chicago Bar Association

BIOGRAPHY:

Jennifer G. Cramer graduated from Cornell University (*Phi Beta Kappa*, with Distinction in All Subjects), and attended the University of Pennsylvania Law School where she was a Legal Writing Instructor.

Upon graduation in 1992, she worked as a litigator for a large, national law firm in Philadelphia before moving to New York City where she worked for Graham & James LLP with Andrew Solomon on commercial litigation matters, including patent litigation, securities fraud, employment disputes, and arbitrations.

Jennifer then moved her practice to Boston and worked at a boutique intellectual property law firm, where she litigated patent disputes and prosecuted trademark and copyright claims before the Patent and Trademark Office in Washington, D.C.

Most recently, Jennifer has been working in Chicago as the founder of LegalWrite101, a legal writing consulting business, has served as an Adjunct Professor of Legal Writing at Loyola University Law School, and is an accredited CLE provider in New York for legal writing.

Jennifer has served on numerous non-profit boards in various executive roles, including as President of her Temple's Sisterhood where she oversaw an organization of over 300 members and as President of her local Parent Teacher Organization.

She also volunteers her time on behalf of Cornell University as an Alumni Ambassador. In her free time, Jennifer plays paddle tennis, studies conversational Hebrew, enjoys the theater, and is an avid travel soccer fan.

Rebecca A. Zawisky

1906 Cresson Dr.
Southlake, Texas 76092

(402) 926-8955
rebeccazawisky@hotmail.com

EXPERIENCE

BNSF Railway Company, 4/2012 – 6/2014

Assistant General Attorney, Fort Worth, Texas

- Primary areas of focus: economic regulatory counsel for commercial transactions/litigation.
- Provide day-to-day legal support to business units: negotiate, draft and close commercial contracts and advise on contract interpretation and risk of disputes/litigation and competition-related issues.
- Develop strategy, supervise, and manage costs for matters in litigation, mediation and arbitration arising out of commercial disputes and handle regulatory matters before the Surface Transportation Board.
- Work with public entities to provide responses to public record request requests involving BNSF.
- Review service and license agreements for technology and marketing subscriptions.
- Subject matter expert on legal and commercial issues arising with BNSF's largest customer.

Fraser Stryker Law Firm, 5/2005 – 4/2012

Attorney, Omaha, Nebraska

- Fraser Stryker is one of the largest firms in Nebraska (50 attorneys) with an acclaimed litigation group.
- Primary areas of focus: commercial litigation and insurance defense litigation.
- Significant experience in all aspects of civil litigation from case intake through final disposition at dismissal, settlement or trial. Handled heavy caseload in a fast-paced litigation practice.
- Routinely briefed and argued motions to dismiss, motions for summary judgment, motions in limine and other pretrial hearings.
- First chair jury trial and bench trial experience.
- Evaluated policies, claims and underwriting files and analyzed insurance coverage issues and drafted opinion letters. Analyzed Examinations Under Oath and drafted opinion letters concerning potential fraud claims for Special Investigations Unit.

United States District Court, Southern District of Iowa, Spring Semester 2005

Externship Clerk for Chief Justice Ronald Longstaff

Researched and drafted court memoranda, judicial opinions and orders for criminal and civil dockets.

Hughes Hubbard & Reed LLP, Summer 2004

Project Assistant, Washington D.C.

Provided project assistance for 300+ member international law firm.

U.S. House of Representatives, 9/2001 – 8/2003

Legislative Assistant to Congressman Trent Franks (R-Arizona), 1/2003-8/2003

Legislative Assistant to Congressman Greg Ganske (R-Iowa), 9/2001-1/2003

Developed legislative agenda and drafted bills, speeches, proposals and appropriations requests.

Facilitated meetings with constituents and lobbyists, and responded to constituent correspondence.

EDUCATION

Tippie College of Business, University of Iowa

B.B.A. in Finance, May 2001

College of Law, University of Iowa

Juris Doctorate, May 2006 (Top 40%)

BAR ADMISSIONS

Texas, Nebraska, Iowa

Representative Cases as Outside Counsel

* Party represented denoted with bold text.

A. Complex Commercial Agreement Disputes

*Affiliated Foods Midwest Cooperative v. **Integrated Distribution Solutions et. al.***, In the District Court of the District for the District of Nebraska, No. 8:06-CV-532

Obtained a defense judgment in favor of our client and a \$2.5 million judgment on a counterclaim (the full amount sought) following a two week trial before a three person AAA panel, where Plaintiff was seeking more than \$22 million dollars on breach of contract and fraud theories in a dispute arising from Plaintiff's purchase of Defendant's hardware and software. The Arbitration Judgment was entered by the United States District Court for the District of Nebraska.

(Drafted motions and briefs, managed document review team, prepared fact and expert witnesses for depositions and trial, participated as counsel at trial)

*RSG, Inc. et. al. v. **Sidump'r Trailer Company, Inc.***, 2009 WL 428957 (D. Neb. 2009)

Awarded Partial Summary Judgment in favor of Sidump'r on issue of the enforceability of a noncompete clause in an Asset Purchase Agreement. Also defeated Plaintiff's Motion for Summary Judgment on nineteen various issues, most of which arose from defenses to Buyer/Sidump'r's counterclaims asserting fraud in the formation and terms of the Asset Purchase Agreement. The matter was tried in a two week jury trial in Federal Court.

(Drafted motions and briefs, managed document review, prepared fact and expert witnesses for depositions and trial)

B. Intellectual Property

Peter Kiewit Sons', Inc.** v. **Wall Street Equity Group, Inc.**, **Wall Street Group of Companies, Inc.**, **Shepherd Friedman and Steven S. West, 2010 WL 3968911 (D. Neb. 2010)

Obtained TRO and Preliminary Injunction to protect Plaintiff's service marks from infringement by Defendants.

(Drafted Complaint, drafted motions and briefs and argued motions, interviewed fact witnesses)

C. Procedural Matters

*Carl Turner and Yvetta Turner v. **Werner Enterprises, Inc.***, *Abirahman Egal and Thaddeus Towns*, 2009 WL 4487152 (D. Neb. 2009)

Successfully achieved Court ruling granting transfer of venue pursuant to 28 U.S.C. § 1406(a), thereby requiring transferee forum to apply the choice of law principles of the transferor state. In this case, Plaintiffs were not allowed to exploit Nebraska's "borrowing statute" by bringing the longer Nebraska statute of limitations to a more convenient venue and Plaintiffs' claim remained barred by the statute of limitations in Louisiana.

(Prepared motion and briefs)

TAZ Property Co., L.L.C.** v. **Marble Rock Investments, L.L.C., In the District Court of Douglas County, Nebraska, Doc. 1100 No. 258

Obtained TRO and Preliminary Injunction for Plaintiff after its commercial rental property was transferred to Defendant via a Treasurer's Tax Deed due Plaintiff's failure to pay tax on the property for three consecutive years. The Court accepted Plaintiff's argument that Defendant's tax deed was likely void due to a jurisdictional defect due to Defendant's failure to make the statutorily required "diligent inquiry" to locate the property owner.

(Prepared motions and briefs, prepared fact witness for hearing)

D. Premises Liability

Samuel J. Watson and Jean Watson v. McDonald's Restaurants of Nebraska, Inc., In the District Court of Douglas County, Nebraska, Doc. 1072 No. 296

Negotiated favorable defense settlement after submitting Motion for Summary Judgment on affirmative defense of assumption of risk a premises liability claim involving a catastrophic injury in which Plaintiff alleged in excess of \$8 million in damages.

(Prepared motions and briefs, prepared fact and expert witnesses for depositions and trial, managed document review, facilitated focus group and analyzed results of same, assisted in negotiating settlement and prepared settlement documents)

Representative Cases as Outside Counsel (*continued*)

* Party represented denoted with bold text.

E. Product Liability

Saint Joseph Terrace Apartments, L.L.C. v. U.S. Natural Resources, Inc. d/b/a Friedrich Air Conditioning and Refrigeration Co., In the United States District Court for the District of Nebraska, No. 8:09-CV-176

Negotiated nuisance value settlement for Defendant for matter arising from alleged product defect where Plaintiff alleged nearly \$200,000 in special damages resulting from fire purportedly caused by Defendant's PTAC unit.

(Prepared motions and briefs, prepared fact and expert witnesses for depositions and trial, assisted in negotiating settlement and prepared settlement documents)

F. Significant State Farm Insurance Matters

Everett Levison and Wesley Levison v. Kevin Dana and Kimberly Dana, In the County Court of Douglas County, Nebraska, CI-07-46603

First chaired a jury trial to verdict in March 2008 for insurance client's defense of claims of negligence resulting from a two vehicle accident.

(Handled case from start to finish)

David Goodwin v. Mathias M. Hobza, 2008 WL 4525886 (Neb. App. 2008)

Obtained Order from Nebraska Court of Appeals affirming District Court's Motion for Directed Verdict on Plaintiff's claims and adopting our argument that claims belonging to Plaintiff's son were not within the appellate court's jurisdiction due to a deficiency arising from Plaintiff's unauthorized practice of law on behalf of his minor son's claims.

(Drafted appellate briefs)

Clinton P. Jones, Individually and as Father and Next Friend of Skye E. Jones v. Linda Lenning as Administrator of the Estate of Shawna K. Jones, and State Farm Mutual Automobile Insurance Company, In the Iowa District Court for Pottawattamie County, Law No. 04781 LACV 88721

Awarded Summary Judgment in our insurance client's favor on denial of a contract claim arising from an automobile accident in which the driver deceased and her minor child suffered permanent injuries; the deceased driver's ex-husband and the father of the injured child sought the full value of his uninsured and underinsured motorist coverage under his State Farm policy and under the deceased driver's State Farm policy for his loss of the child's consortium and Plaintiff also sought to stack medical expenses coverage. In a reversal of court precedent, the Supreme Court overturned the District Court's granting of summary judgment in *Jones v. State Farm Mut. Auto. Ins. Co.*, 760 N.W.2d 186 (Iowa 2008).

(Drafted motions and briefs, including appellate briefs, handled all aspects of discovery, assisted in negotiating settlement, prepared settlement documents)

Nicole H. Nunez, By and Through Her Father, Robert J. Nunez, Jr. v. Happy Cab Company, Paratransit Insurance Company and State Farm Insurance, In the District Court of Douglas County, Nebraska, Doc. 1068 No. 452

Obtained Summary Judgment for State Farm Insurance where the Court ruled that the State Farm policy did not provide coverage in light of Nebraska law, the anti-stacking provisions of the policy, and the policy provision providing for excess coverage only in the amount which a bodily injury exceed the primary coverage. Plaintiff was the passenger in a cab which was hit by an uninsured motorist.

(Handled case from start to finish)

G. Other Insurance Defense

Janita Kelly v. Monumental Life Insurance Company, In the District Court of Douglas County, Nebraska, Doc. 1097 No. 634

Achieved voluntary dismissal for Monumental Life Insurance Company after Plaintiff's receipt of our Motion for Summary Judgment. Plaintiff was the putative beneficiary of a life insurance policy issued to Plaintiff's mother by Defendant. Upon an investigation of the claim file and discovery, it was concluded that health information was misrepresented in order to obtain the policy, which was issued a mere eight months before the policyholder passed away from complication of ALS.

(Handled case from start to finish)

EXHIBIT C

EXHIBIT C

EXHIBIT C
IRONCLAD PERFORMANCE WEAR CORP.
PARTIES CHECKED FOR CONFLICTS

ALL IN THE BEHL FAMILY RLLP
ANNA LOUISE JAEGER & KEITH VERWOEST
ANTHONY KEATS
ARTHUR GERRICK
B.A.T.B. LLC
BARBARA ASHTON
BIRCH FAMILY TRUST
BRIAN SHEENY
BROCK GANELES
BRUCE G. KLAS
CATHERINE A. SEAK
CEDE & Co (FAST)
CHARLES E. FRISCO JR.
CHARLES H. GIFFEN
CHERYL WASHINGTON
CHRIS JUETTEN
CHRISOPHER M. HAZLITT
CINDY MATTHEWS
CLAYTON WYOMING LLC
DANIEL THOMAS GIEBER
DAVID G. HILL
DAVID J. COOK
DAVID L. JACOBS
DENNIS TORRES & AVERI TORRES
DENNIS TORRES & AVERI TORRES TRUST
DONALD P. ELLIOTT
ED WETHERBEE
EDUARD ALBERT JAEGER
EDWIN BALDRIDGE TTEE UA DTD 10/30/1992 E
ELI ARRIV
EMIL IANNACONE TTEE UA DTD 9/16/2010
EMIL IANNACONE SEPARATE PROPERTY TRUST
ENSCO INC.
ERIC JAEGER
ETHAN AISENBERG

FAMILY TRUST OF EARL G. LUNCEFORD
GEMINI PARTNERS INC.
GLEN K. INGALLS & RENEE PACHECO TTEES U/A 4-5-05
THE INGALLS PACHECO 2005 TRUST
GREAT PANDA INVESTMENT CO LLP
GREG AKSELRUD
GREGORY AKSELRUD
HAROLD F. SCHAFF
HAROLD SCHAFF & CHERYL SCHAFF TTEES
HEIDI JAEGER
HORACE DUNBAR HOSKINS JR. & ANN REID HOSKINS JT
TEN
HUBERT L. BROWN & ANNABELLE BROWN FOWLKES &
QUINTARD p. COURTNEY III TRUSTEES U/A/ DTD 12-07-0
IRONCLAD PERFORMANCE WEAR CORP.
JAEGER FAMILY LLC
JAMES R. YOUNG
JAMES SEIBEL
JARUS FAMILY TRUST
JARUS FAMILY TRUST TR SCOTT M. JARUS TTEE,
REBECCA D. JARUS TTEE U/A DTD 10/19/2007
JARUS FAMILY TRUST U/A/ DTD 10/19/2007
JEFFREY D. CORDES
JEFFREY F. GERSH & ARIE J. GERSH LIVING TRUST
JEFFREY ORR
JOANNA WALDEAR-LUCAS AS TTEE FBO THE JOANNA
WALDEAR-LUCAS LIVING TRUST DTD 4-12
JOE WORDEN
JOHN E. ORCUTT & MARCIA ORCUTT JT TEN
JOHN MCILVERY
JONATHAN HODES
JOSEPH D. RYAN
KATHERINE BERCI DEFEVERE, TRUSTEE DEFEVERE
TRUSTE UAD 9/28/98
KEALA STANFILL
KEVINE DEBRE
KIM WOODWORTH
BILL WOODWORTH
KLEIN PARTNERS LTD

KNUTE LEE
KONRAD GATIEN
KYLE EDLUND
LOUIS WHARTON
MARC S. PESTER
MARK HAWKING
MARK W. FISCHER
MATTHEW JUETTEN
MATTHEW LAUBERT
MCDERMOTT & BULL
MELISSA DERBY
MICHAEL A. DIGREGORIO
MICHAEL ANTHONY DIGREGORIO TRUSTEE U/A D THE GREGORIO REVOCABLE TRUST
MICHAEL B. JOHNSON
MICHAEL CASEY HOCH
MICHAEL GRANT
MICHAEL GROSSMAN
MIKE SALOMON
MURRAY MARKILES
NATASHA H. BEN
PAMELA SULLIVAN
PATRICK JUETTEN
PATRICK W. O'BRIEN
PETER SEAMANS
R.D. PETE BLOOMER
RADIAN WAREHAM HOLDING, INC.
REBECCA D. JARUS & SCOTT M. JARUS TTEES U/A JARUS FAMILY TRUST
REYHEENA EIDARIUS
RHONDA HOFFARTH
RICHARD KRONMAN & IAN MATTHEW TRUSTEES FBO KRONMAN MATTHEW & ASSOC. DEFINED BENEFIT PAN D
RICHARD KRONMAN & MAUREEN KRONMAN REVOCA DTD 2/28/02
ROBERT C. CLARK
ROBERT F. CHARLES JR.
ROBERT H. KEELEY & SANDRA KEELEY JT TEN
ROBERT MEOTTLE

RONALD D. BLOOMER
RONALD S. WEAVER MD
RYAN AZLEIN
SCOTT ALDERTON
SCOTT GALER
SEAMARK FUND LP
SEGAL FAMILY TRUST
SPM CENTER LLC
STANLEY M. RUMBOUGH JR.
STEPHEN GOODHUE
STEVE FEDEA
STEVEN C. EARNSHAW
STEVEN W. TOWN
STUBBS ALDERTON & MARKILES LLP
TAMALPAIS PARTNERS
TARBY BRYANT
ELLEN IDELSON TRUST DATED MARCH 20 2
ORCUTT FAMILY TRUST
SASSOLA III FAMILY TRUST
WILLIAM j. & SEEMAK w. IDELSON FAMILY TRUST DATED APRIL 29, 1997
THOMAS ELLIOTT
THOMAS FELTON
THOMAS KENDALL
THOMAS W. MASON
THOMAS W. MASON & LISA L. MASON JT TEN
TODD GITLIN
V. JOSEPH STUBBS
VALORIE STANSBERRY
VANE CLAYTON
WILLIAM AISWNBERG
WILLIAM L. BOETTCHER
WILLIAM MECK
WILLIAM MECK & TERESA MECK JT TEN
XIN GUO
NANTONG CHANGBANG GLOVES CO.
WONEEL MIDAS LEATHERS
MERCINDO GLOBAL MANUFAKTUR
MARUSAN-MIMASU TSHUSHO CO. LTD.

SKADDEN ARPS SLATE MEAGHER & FLOM LLP
STUBBS, ALDERTON & MARKILES, LLP
PT JJ GLOVES INDO
PT SPORT GLOVE INDONESIA
WINSPEED SPORTS SHANGHAI CO., LTD.
ADVANTAGE MEDIA SERVICES, INC.
RESOURCES GLOBAL PROFESSIONALS
BDO USA, LLP
SYNETRA
KA HUNG GLOVE INDUSTRIAL CO. LTD.
UNIVERSITY OF MILWAUKEE
RISK CONSULTING PARTNERS
SHUR-SALES & MARKETING, INC.
CAPITAL ONE BANK
YELLOW AND ROADWAY
FED EX
SCOTT JARUS
VANE CLAYTON
MICHAEL DIGREGORIO
CHARLES GIFFEN
DAVID JACOBS
PETE BLOOMER
PATRICK O'BRIEN
SCOTT ALDERTON
JEFF CORDES
BILL AISENBERG
RONALD CHEZ
ED JAEGER

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 601 South Figueroa Street, Suite 2500, Los Angeles, CA 90017:

A true and correct copy of the foregoing document entitled (*specify*): **DECLARATION OF ANDREW T. SOLOMON IN SUPPORT OF APPLICATION OF THE OFFICIAL COMMITTEE OF EQUITY SECURITY HOLDERS TO EMPLOY SOLOMON & CRAMER LLP AS SPECIAL LITIGATION COUNSEL TO THE OFFICIAL COMMITTEE OF EQUITY SECURITY HOLDERS NUNC PRO TUNC AS OF NOVEMBER 29, 2017** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **December 19, 2017**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Shiva D Beck sbeck@gardere.com, jcharrison@gardere.com
- Ron Bender rb@lnbyb.com
- Cathrine M Castaldi ccastaldi@brownrudnick.com
- Russell Clementson russell.clementson@usdoj.gov
- Aaron S Craig acraig@kslaw.com, lperry@kslaw.com
- Matthew A Gold courts@argopartners.net
- Monica Y Kim myk@lnbrb.com, myk@ecf.inforuptcy.com
- Jeffrey A Krieger jkrieger@ggfirm.com,
kwoodson@greenbergglusker.com; calendar@greenbergglusker.com; jking@greenbergglusker.com
- Samuel R Maizel samuel.maizel@dentons.com,
alicia.aguilar@dentons.com; docket.general.lit.LOS@dentons.com; tania.moyron@dentons.com; kathryn.howard@dentons.com
- Krikor J Meshefejian kjm@lnbrb.com
- Tania M Moyron tania.moyron@dentons.com, chris.omeara@dentons.com
- S Margaux Ross margaux.ross@usdoj.gov
- Susan K Seflin sseflin@brutzkugubner.com
- John M Stern john.stern@oag.texas.gov, bk-mbecker@oag.texas.gov
- United States Trustee (SV) ustpregion16.wh.ecf@usdoj.gov
- Sharon Z. Weiss sharon.weiss@bryancave.com, raul.morales@bryancave.com
- Susan K. Seflin sseflin@bg.law.com

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **December 19, 2017**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **December 19, 2017**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

BY PERSONAL DELIVERY

Hon. Martin R. Barash
US Bankruptcy Court
Central District of California
21041 Burbank Blvd., Suite 342/Ctrm. 303
Woodland Hills, CA 91367

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

December 19, 2017 Christina O'Meara

Date

Printed Name

/s/Christina O'Meara

Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

SERVED BY U.S. MAIL:

<u>Secured Creditor</u> Radian Wareham Holding, Inc. Attn: Mike Tutor, CEO 5305 Distriplex Farms Memphis, TN 38141	<u>Counsel to Radian Wareham Holdings</u> E. Franklin Childress, Jr. Baker, Donelson, Bearman, Caldwell & Berkowitz, PC 165 Madison Ave, Suite 2000 Memphis, Tennessee 38103	U.S. Securities and Exchange Commission Attn: Bankruptcy Counsel 444 South Flower Street, Suite 900 Los Angeles, CA 90071-9591
CRG Financial LLC 100 Union Avenue Cresskill, NJ 07626		
<u>Governmental Agencies</u>		
Internal Revenue Service P.O. Box 7346 Philadelphia, PA 19101-7346	Franchise Tax Board Bankruptcy Section, MS: A-340 P.O. Box 2952 Sacramento, CA 95812-2952	State Board of Equalization Account Information Group, MIC: 29 P.O. Box 942879 Sacramento, CA 94279-0029
Employment Development Dept. Bankruptcy Group MIC 92E P.O. Box 826880 Sacramento, CA 94280-0001	Office of Unemployment Compensation Tax Services Department of Labor and Industry Commonwealth of Pennsylvania 651 Boas Street, Room 702 Harrisburg, PA 17121	
<u>Equity Holders - SERVED BY EMAIL</u>		
Patrick W. O'Brien 301 Whitmore Lane Lake Forest, IL 60045-4707 Email: obrien.pat@me.com	Ronald Chez 1524 N. Astor Street Chicago, IL 60610 Email: rlchez@rcn.com	Scott Jarus 938 Duncan Avenue Manhattan Beach, CA 90266 Email: scott.jarus@verizon.net

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.